

- A. Allocation of ownership and allocation of space
- B. Division of costs and expenses
- C. Acquisition of Joint Ownership
- D. Construction standards
- E. Performance of work
- F. Payment and billing
- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be part of the Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in the Index attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either party given to the other. Amendments to IOP's, including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each party by a duly authorized officer of such party or by some other representative designated herein or by such officer by written notice to the other party.

Sole
Agreement

Article 4. This Agreement and the Intercompany Operating Procedures constitute the entire agreement between the parties respecting joint ownership and joint use of poles and anchors; provided, however, the parties have jointly contracted and may in the future jointly contract with community antenna TV companies and other companies for joint use or space rental of poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction
Standards

Article 5. Construction and maintenance of all poles and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal
Space

Article 6. Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

INTERCOMPANY OPERATING PROCEDURE #5
Unitil Distribution Companies
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

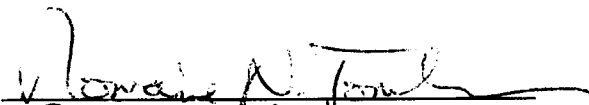
ASSIGNED SPACE

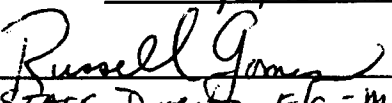
EFFECTIVE DATE November 1, 1996

1. Assigned space on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the latest edition of the National Electrical Safety Code, be located in space assigned to the other Company, however, if such attachments should interfere with the use of such space by said other Company, the first Company shall at its own expense make such changes or replacements as may be necessary to make the space available.
2. Minimum pole height for joint poles will be forty foot class four (40'-4), unless mutually agreed otherwise.
3. Use of thirty (30) foot poles for stub poles, private property poles, etc., are acceptable unless mutually agreed otherwise.
4. Excess height on new poles may be purchased for sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement. Excess height purchased by a utility shall be noted in both Company's pole records.
5. Replacement of poles will require that utilities jointly review current space and height requirements. Billing will be based upon these requirements.
6. Joint Pole space allocation will be as described in attachment A.
7. CLEARANCES - Minimum vertical clearances of communications conductors are shown on attachments B and C.

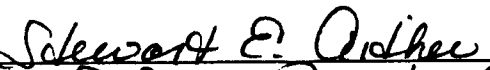
8. Mutual excess height requirements for joint owners resulting from requirements for additional ground clearance such as railroad and road crossing, shall be mutually agreed upon to achieve minimum clearance, in the best interest of both owners. There will be occasions where a pole, because of a clearance problem, will need to be taller than normally required to provide the proper separations required by the NESC or Company Standards. This is referred to as "Mutual Excess Height" and the space allocation to each company would be as if the smaller pole were placed. In these situations, the Telephone Company recognizes its obligation to lower its plant, if possible, at some future date to allow the Electric Company, or Licensee to perform work that would otherwise necessitate a pole change out.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

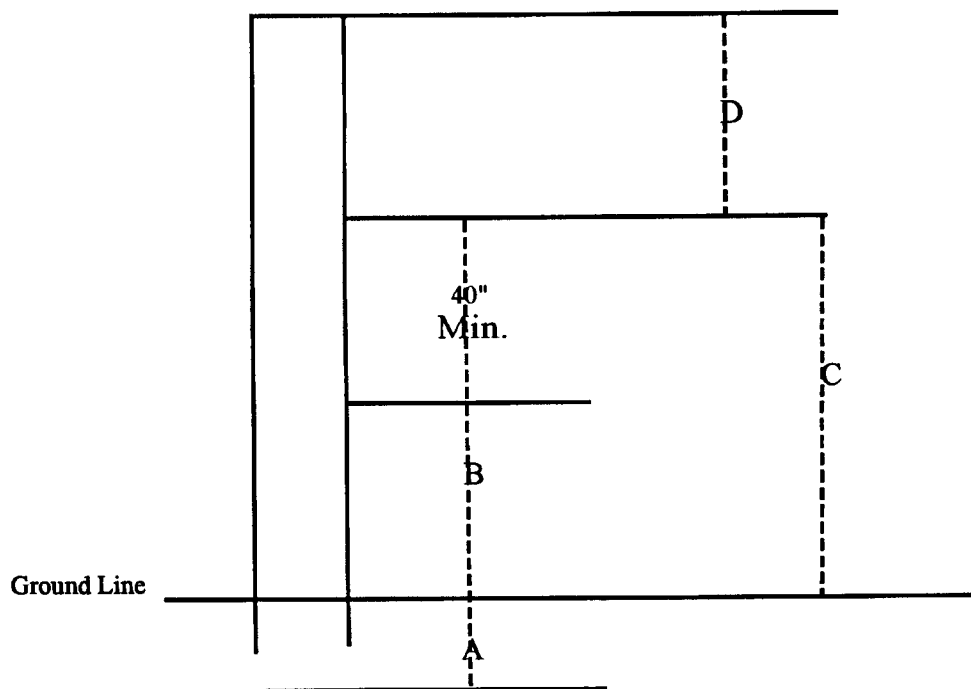
By 
(Title) Gen Mgr Eng+Const - NYNEX North
Date of Execution: 11/6/96

By 
(Title) STAFF Director E/C - MA/RI
Date of Execution: 12/5/96

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By 
(Title) Sr. Vice President
Date of Execution: 2/16/96

JOINT POLE SPACE ALLOCATION



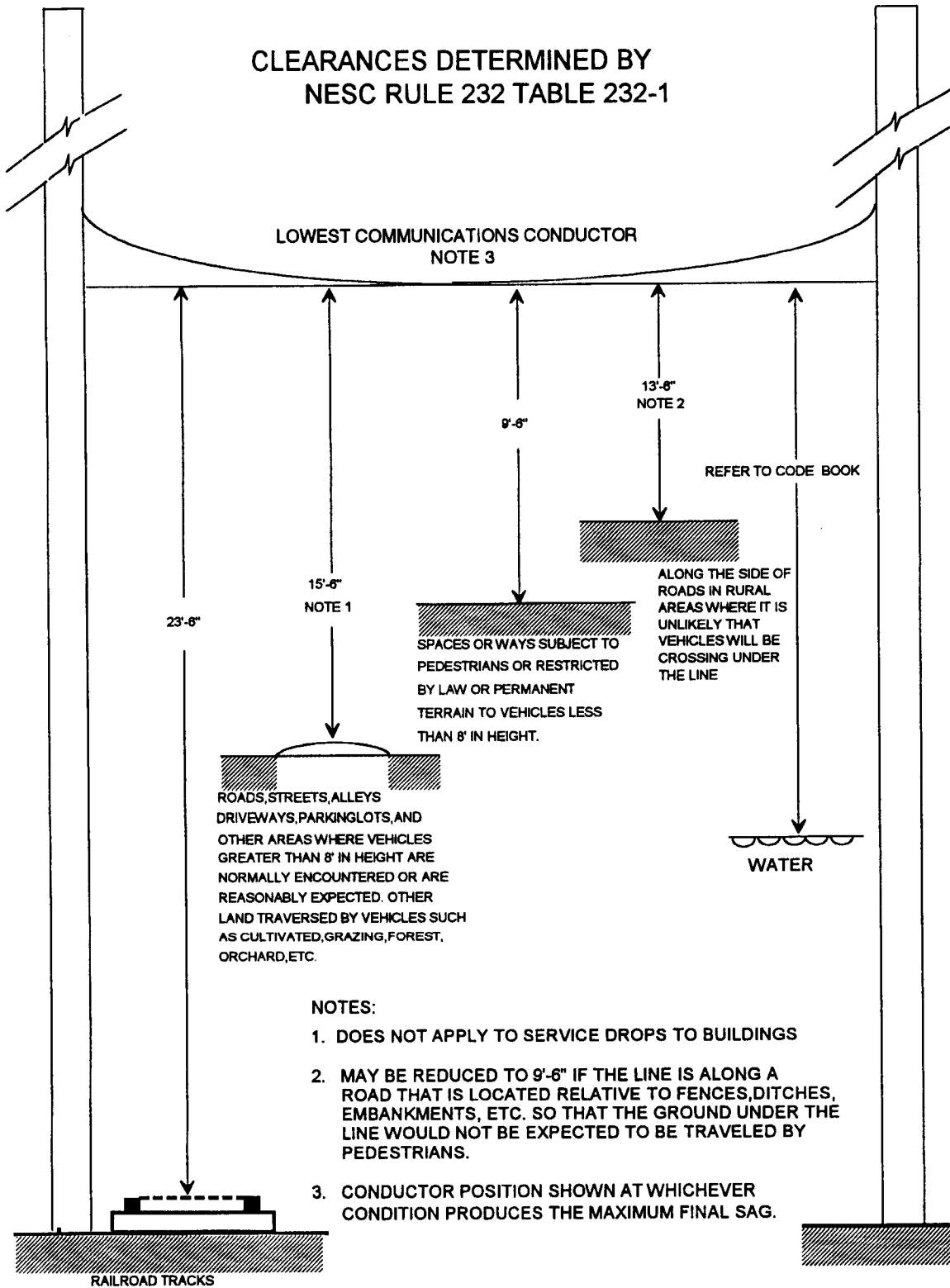
Pole Length	Pole Ownership Elec/Comm. Note 1	A Normal Setting Depths Note 2	B Communication Max/Height Note 3	C Electric Minimum Height Note 3	D Electric Maximum Space Note 3
35	35/35	6'-0"	21'-2"	24'-6"	4'-6"
40	40/40	6'-0"	23'-8"	27'-0"	7'-0"
40	40/35	6'-0"	21'-2"	24'-6"	9'-6"
40	35/40	6'-0"	26'-2"	29'-6"	4'-6"
45	40/45	6'-6"	28'-2"	31'-6"	7'-0"
45	45/45	6'-6"	25'-11"	29'-3"	9'-3"
45	45/40	6'-6"	23'-8"	27'-0"	11'-6"
45	45/35	6'-6"	21'-2"	24'-6"	14'-0"
50	45/50	7'-0"	30'-5"	33'-9"	9'-3"
50	50/50	7'-0"	28'-2"	31'-6"	11'-6"
50	50/45	7'-0"	25'-11"	29'-3"	13'-9"
50	50/40	7'-0"	23'-8"	27'-0"	16'-0"
50	50/35	7'-0"	21'-2"	24'-6"	18'-6"

1. Municipal space and/or space for other authorized licenses shall be made available through equal contribution by each owner, whenever possible. 45/40 indicates a 45' pole however NYNEX pays for and occupies the space as if it were a 40' joint pole. 40/45 indicated a 45' pole where the power company pays for and occupies space as if it were a 40' joint pole.
2. Minimum pole setting depth.
3. Dimensions B, C, or D may be adjusted by mutual agreement between the joint owners to avoid a pole change out if the field and code conditions permit.

ATTACHMENT A

POLE LINES BASED ON NESC RULES 232 & 235

CLEARANCES DETERMINED BY NESC RULE 232 TABLE 232-1



POLE LINES BASED ON NESC RULES 232 & 235

